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No. 14/13/87-6 Lab./1019.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal—cum—Labour Court—II, Faridabad in respect of the dispute between workman and the management of M/s The Child Development Project Officer, I.C.D.S. Cell, Ballabgarh *versus* Ram Kishan :—

IN THE COURT OF SHRI U. B. KHANDUJA, PRESIDING OFFICER, LABOUR COURT-II,  
FARIDABAD

Reference No. 36/91

THE MANAGEMENT OF M/S THE CHILD DEVELOPMENT PROJECT OFFICER, DISTRICT  
LEVEL, I. C. D. S. CELL, BALLABGARH

*versus*

THE WORKMAN NAMELY SH. RAM KISHAN, S/O SH. DULI CHAND, VILLAGE & POST  
OFFICE KAWI, TEH. & DISTT. PANIPAT

Present :

Miss Alka Bhatia, for the workman.

Sh. N. M. Sharma, for the respondent.

#### AWARD

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act'), the Governor of Haryana referred the following dispute between the parties mentioned above to this court for adjudication,—*vide* Haryana Government Endorsement No. 1997-2001, dated 14th January, 1991 :—

Whether the termination of services of Sh. Ram Kishan is legal and justified ? If not, to what relief, is he entitled to ?

2. The case of the workman is that he was appointed on 20th January, 1988 as a driver at salary of Rs. 890.00 p. m. for a period of six months or till the arrival of approved *ad hoc*/regular candidate from the Director Social welfare, Haryana, Chandigarh. He had never given any chance of complaint. His services were however, terminated on 4th November, 1988 illegally without following the conditions precedent as laid down under Section 25-F of the Act. He is thus, entitled to be reinstated into service with full back wages and continuity in service.

3. The respondent submitted written statement dated 1st June, 1991 stating therein that the workman was appointed on 4th February, 1988 as daily wages worker. He has relieved of his duty on 4th August, 1988 forenoon on the completion of tenure of six months. He was again engaged on daily wages w. e.f. 6th August, 1988 and he worked upto 4th November, 1988. He had thus, not worked for a continuous period of 240 days. Apart from this the office of the respondent does not fall within the term 'industry' as defined in the Act. Consequently, the workman can not claim any relief under the Act.

4. The workman submitted rejoinder dated 6th January, 1992 re-asserting the previous averments and denying the averments of the respondent. On the pleadings of the parties, the following issues were framed :—

(1) Whether the termination of services of Sh. Ram Kishan is legal and justified? If not, to what relief, is he entitled to (As per reference).

(2) Whether the office of respondent is not an industry as defined in the I. D. Act, if so, to what effect ?

5. Both the sides have led evidence.

6. I have heard the authorised representatives of both the sides and have also gone through the evidence on record. My findings on the aforesaid issues are as under :—

Issue No. 1 :

7. The respondent failed to adduce any evidence despite the fact that he was granted several opportunities and so his evidence was closed by the order of the court. The workman has examined himself on oath

and he has deposed the facts mentioned above. He has also placed on record a copy of his appointment letter dated 20th January, 1988 Ex. W 1, copy of letter dated 5th August, 1988 Ex. W 2 through which his services were terminated, copies of attendance register Ex. W-3 and Ex. W-4 and copy of log book Ex. W-5.

8. It has been contended on behalf of the respondent that it is clear from the perusal of the appointment letter Ex. W1 that the workman was appointed purely on daily wages basis for period of 6 months or till the arrival of approved/*ad hoc* candidate from the Director of Social Welfare Haryana, Chandigarh, whichever was earlier. The services of the workman were thus, terminated on 4th August, 1988 after the expiry of six months period and it was so mentioned in the letter dated 5th August, 1988 Ex. W2. The workman had worked for another term of 90 days w. e. f. 6th August, 1988 to 4th November, 1988. The period of two tenures could not be clubbed as the workman was firstly appointed for a fixed period of six months. Thus, the workman is not entitled to any relief for having rendered service for a period of less than 240 days, continuously.

9. It has been submitted on behalf of the workman that the respondent himself admitted in his written statement that the workman had firstly worked for 182 days from 4th February, 1988 to 3rd August, 1988 and then for 90 days from 6th August, 1988 to 4th November, 1988. According to the respondent the workman had not worked for 2 days i.e. on 4th August, 1988 and 5th August, 1988 but this position stands falsified from the entries made in the log book Ex. W-5 which clearly show that the workman had also worked on these two days. It is thus, clear that the workman had worked for a continuous period of 240 days prior to the termination of his services and was entitled to retrenchment compensation envisaged under Section 25-F of the Act. Admittedly the workman was not paid any retrenchment compensation. The termination of his services is thus, illegal and unjustified and he is entitled to be reinstated into service with full back wages and continuity in service.

10. It is well settled that the term 'retrenchment' defined under section 2 (oo) of the Act means the termination of services of a workman by the employer for whatsoever reason except those specifically mentioned in this section itself. sub clause (bb) of sub Section 2 (oo) of the Act provides that the termination of services of a workman as result of non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or such contract being terminated under stipulation in that behalf contained therein is not included in the term retrenchment. This provision was however, considered by our own Hon'ble High Court in the case of Balbir Singh *versus* Kurukshetra Central Coop. Bank Ltd., Kurukshetra and another 1990 (i) LLJ 443 and it was held that clause (bb) has to be so interpreted as to limit it to cases where the work itself has been accomplished and the agreement of hiring for a specific period was genuine. It was further held that if the work continues, the non-renewal of the contract has to be dubbed as *mala fide*. In the case of Kurukshetra Central Coop. Bank Ltd. *versus* State of Haryana 1993 LLR 67 it was held that repeated breaks in service for a few days amounts to unfair labour practice.

11. In the instant case, it is the admitted position that the claimant was appointed for a period of six months or till the arrival of approved/*ad hoc* regular candidate from the Social Welfare Haryana, Chandigarh, which was earlier. This fact clearly shows that the workman was appointed against a regular vacancy for which a regular candidate was to be sent by the Director of Social welfare Haryana, Chandigarh. It is further clear from the appointment of the workman after the gap of two days that the post against which the workman was firstly appointed for six months still continued but his services were terminated due to sole administrative reason for having appointed him for a period of six months. In this situation the break in service of two days of the workman has to be ignored as per law laid down in two cases referred to above.

12. Apart from the position discussed above, it is observed that the services of the workman were terminated 'w. e. f. 4th August, 1988 forenoon as per letter Ex. W-2 but this letter was issued on 5th August, 1988 and it is so mentioned in the letter itself. The services of the workman could not be terminated retrospectively. It further shows that the workman had actually worked on 4th August, 1988 and this fact also finds support from the entries in the log book Ex. W-5 produced by the workman. Similarly it is proved from the entries of the log book Ex. W5 that the workman had actually worked on 5th August, 1988. In this situation the plea taken by the respondent can not be accepted that there was actually break in service of the workman for 2 days that is for 4th August, 1988 and 5th August, 1988.

13. It is thus, concluded that the workman had rendered service for a continuous period of more than 240 days with the respondent during the period from 20th January, 1988 to 4th November, 1988. There is no dispute that the workman was not paid retrenchment compensation envisaged under Section 25-F of the Act. Consequently, the termination of services of the workman by the respondent was illegal and unjustified being violative of the provisions of Section 25-F of the Act and he is entitled to be reinstated into service with continuity in service and full back wages. Issue No. 1 is decided against the respondent and in favour of the workman.

#### Issue No. 2:

14. One witness MW1 Poonam Malhotra C. D. P. O., Ballabgarh has been examined on this issue and she stated that the Samekit I. C. D. S. child development service scheme was started in 1975

with the aim to improve the nutritional health of children below the age of six years. This scheme is included in the schemes of UNICEF and medicines etc. are also provided by the UNICEF. It is not a commercial scheme and as such is not an 'industry' as defined in Section 2J of the Act. On the basis of this statement it has been submitted that the office of the respondent is not an 'industry' and as such the claim application is not maintainable under the provisions of the Act.

15. In reply, it has been contended that the Hon'ble High Court of Rajasthan considered similar matter in the case of *Devi Singh versus State of Rajasthan* 1990 (5) SLR 810 and held that Government Department of women child and Nutrition is a welfare department of the Government and the activities can be carried on by an individual or group of individuals and so the same falls within the term 'industry' defined in Section 2 (J) of the Act. This decision has also been approved by our own Hon'ble High Court in the case of *management of Haryana Women Development Corporation versus Presiding Officer, Industrial Tribunal Labour Court, Rohtak* 1993 (2) SCT 58. It is thus, clear that the office of the respondent is an industry defined under Section 2 (J) of the Act.

16. The contention raised on behalf of the workman has to prevail as it is based on the decision referred to above and the authorised representative for the respondent has not been able to cite any decision containing contrary view. Consequently, it is held that the office of the respondent falls within the term 'industry' as defined under Section 2 (J) of the Act. Issue No. 2 is decided against the respondent and in favour of the workman.

**Relief :**

17. In view of my findings on the two issues referred to above, it is held that the termination of services of the workman by the respondent is illegal and unjustified. Consequently, he is entitled to be reinstated into service with continuity in service and full back wages. The award is passed accordingly.

The 17th November, 1994.

U. B. KHANDUJA,  
Presiding Officer,  
Labour Court-II, Faridabad.

Endorsement No. 3254, dated the 18th November, 1994

A copy, with three spare copies is forwarded to the Financial Commissioner & Secretary to Government, Haryana, Labour Department, Chandigarh.

U. B. KHANDUJA,  
Presiding Officer,  
Labour Court-II, Faridabad.

The 16th December, 1994

No. 14/13/87-6 Lab./1026.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-II, Faridabad in respect of the dispute between the workman and the management of M/s. Nanak Dairy Plant, versus Sohan Lal, Faridabad.

IN THE COURT OF SH. U. B. KHANDUJA, PRESIDING OFFICER, LABOUR COURT-II,  
FARIDABAD

Reference No. 632/93

between

THE MANAGEMENT OF M/S NANAK DAIRY PLANT, G. T. ROAD, HODAL,  
FARIDABAD

and

THE WORKMAN NAMELY SHRI SOHAN LAL C/O I. F. T. U. G-162, INDRA NAGAR,  
FARIDABAD

**Present :**

Shri Jawahar Lal, for the workman.

Shri Satish Kaushik, for the management.

## AWARD

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947, (hereinafter referred to as 'the Act'), the Governor of Haryana referred the following dispute between the parties mentioned above, to this Court for adjudication,—vide Haryana Government Endorsement No. 24489—94, dated the 7th July, 1993 :—

Whether the termination of services of Shri Sohan Lal is legal and justified ? If not, to what relief is he entitled to ?

2. Both the parties have appeared through their authorised representatives.

3. Shri Satish Kaushik, authorised representative of the management has made statement that the matter has been settled by the workman with the management,—vide settlement deed Ex. M-1 and the workman has been paid the amount as per settlement through voucher Ex. M-2. Shri Jawahar Lal, authorised representative of the workman has made statement accepting the aforesaid position to be correct.

4. In the aforesaid circumstances, the dispute referred by the Government through the present reference thus, does not survive for adjudication. The award is passed accordingly.

The 25th November, 1994.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II, Faridabad.

Endorsement No. 3288, dated the 5th December, 1994,

A Copy, with three spare copies is forwarded to the Financial Commissioner and Secretary to Government, Haryana, Labour Department, Chandigarh.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II, Faridabad.

The 16th December, 1994

NoI 14/13/87-6 Lab./1037.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court-II, Faridabad in respect of the dispute between the workman and the management of M/s Eicher Goodearth Ltd., Ballabgarh.

IN THE COURT OF SH. U. B. KHANDUJA, PRESIDING OFFICER, LABOUR COURT-II,  
FARIDABAD

Reference No. 141/89

between

THE MANAGEMENT OF M/S EICHER GOODEARTH LTD., RESEARCH & DEV.  
DIVISION, PLOT NO. 8, SECTOR 4, BALLABGARH

and

THE WORKMAN NAMELY SH. BADLU RAM C/O HIND MAZDOOR SABHA (HMS)  
64/6, FARIDABAD .. Workman

Present:

None, for the workman.

Shri Ravish Kumar, authorised representative for the management.

## AWARD

In exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (herein-after referred to as 'the Act'), the Governor of Haryana referred the following dispute between the parties mentioned above, to this court for adjudication,—vide Haryana Government Endorsement No. 9124—29, dated the 1st February, 1989:—

Whether the termination of services of Shri Badlu Ram is legal & justified ? If not, to what relief, is he entitled to ?

2. The case of the workman is that he was appointed as gardener on 10th May, 1984 by the management. His last drawn wages were Rs. 720 p. m. He had not given any cause in complaint. The management used to adopt unfair labour practice by not issuing appointment letters, identity cards and wages slip etc. The management also used to get the signatures of the workers on blank papers and vouchers for making illegal use of the same. He asked for ESI card. The management felt annoyed and terminated his service on 19th November 1988 without any prior notice against the provisions of the Act. Hence he is entitled to be reinstated into service with full back wages and continuity in service.

3. The management submitted written statement dated 1st July, 1989 stating therein that the workman had been employed as a casual employee for a limited period off and on due to temporary pressure of work. The Haryana Govt. has not referred the real issue for adjudication as to whether the Workman was a casual employee and as such the reference is bad. It was next pleaded that the reference has been made bearing a wrong name of the company which is not in existence and as such the reference is bad. Another preliminary objection was taken that the reference has been made by Joint Secretary, Haryana, Labour Department who was not competent to make the reference. With regard to the factual position it was stated that the workman had worked only for 19 days during the period from 7th May, 1988 to 16th May, 1988 and 28th June, 1988 to 11th July, 1988 as a gardener. He had been duly paid the amount for the work done by him. Similarly in the past, he had worked for a few days at different intervals. The other allegation of the workman that the management had been resorting to unfair labour practices and that the services of the workman were terminated on his asking to provide ESI card was denied.

4. The workman submitted rejoinder re-asserting the previous averments and denying the averments of the respondent management.

5. On the pleadings of the parties, the following issues were framed:—

- (1) As per terms of reference.
- (2) Whether the Haryana Government has referred the present dispute for adjudication mechanically and without application of mind ? OPM
- (3) Whether the Joint Secretary, Government of Haryana has no power of making a reference for adjudication ?
- (4) Whether the case of Shri Badlu Ram is not maintainable in the absence of his statement of claim ? If so, its effect ?

6. The management examined one witness on 6th May, 1994 and the case was adj. to 29th July, 1994, 2nd September, 1994 and 7th September, 1994 for remaining evidence of the management. On 7th September, 1994 none appear on behalf of the workman and so he was ordered to be proceeded against *ex-parte*.

7. The management closed *ex parte* evidence by examining another witness.

8. I have heard the authorised representative of the management and have also gone through the evidence on record. My findings on the aforesaid issues are as under :—

Issue No. 1 :

9. Two witness have been examined by the management. MW1 Sohan Lal Gulati, Asstt. Officer, deposed that the workman used to work as casual grass cutter in their garden. He had worked for 11 days during the months of May, 1985 and for 16 days in June and July, 1988. He further stated that the workman had submitted an application before the payment of wages authority and they had made the payment without prejudice to their right. MW2 Ami Chand deposed that the workman had been working as Casual worker with them and he had worked in that capacity for the period shown in the statement Ex. W1. On the basis of this evidence, it has been submitted on behalf of the management that it stands proved that the workman had not rendered served for a continuous period of 240 days during 12 Calendar months and as such he is not entitled to any relief. To shore this contention a reference has been made to the case of Mohan Lal verrus The management of Bharat Electronics Ltd. 1981 LAB. I.C. 806.

10. There is no evidence from the side of the workman to rebut this position. It is thus, held that it stands proved from the *ex-parte* evidence led by the management that the workman had not rendered service for a continuous period of 240 days in 12 calendar months and as such he is not entitled to any relief. Issue No. 1 is decided in favour of the management and against the workman.

Issues No. 2 to 4 :

11. The authorised representative of the management did not press for these issues during the course of arguments and as such these issues are decided against the management and in favour of the workman.

Relief :

12. In view of my findings on Issue No. 1 above, it is held that the termination of services of the workman by the management was legal and justified as the same had not been terminated after completion of his service for a continuous period of 240 days during the 12 calendar months and as such he is not entitled to any relief. The award is passed accordingly.

U. B. KHANDUJA,

The 17th November, 1994.

Presiding Officer,  
Labour Court-II, Faridabad.

Endorsement No. 3295, dated The 5th December, 1994

A copy, with three spare copies is forwarded to the Financial Commissioner & Secretary to Government, Haryana, Labour Department, Chandigarh.

U. B. KHANDUJA,

Presiding Officer,  
Labour Court-II, Faridabad.

The 22nd December, 1994

No. 14/13/87-6Lab./1042.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal-cum-Labour Court, Ambala in respect of the dispute between the workman and the management of The Director of Ayurvedic, Haryana, Chandigarh. (2) The Ayurvedic Chikitsa Officer, Government Dispensary Hangoli *versus* Sushila Sehgal.

IN THE COURT OF SHRI S. R. BANSAL (ADDITIONAL DISTRICT & SESSIONS, JUDGE)  
PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 4 of 1989

WORKMAN—SMT. SUSHILA SEHGAL, W/O SHRI KASTURI LAL, H. NO. 1713/1,  
AMBALA CITY

and

THE MANAGEMENT OF THE DIRECTOR OF AYURVEDIC, HARYANA, CHANDIGARH  
(II) THE AYURVEDIC CHIKITSA OFFICER, GOVERNMENT DISPENSARY, HANGOLI,  
TEHSIL & DISTRICT AMBALA

Present :

MR. Shri U. S. Dewedi.

MR. Shri Jagmal Singh, ADA.

AWARD

In exercise of the powers conferred by clause (c) of sub section (1) of section 10 of the Industrial Disputes Act, 1947 (for short called as the 'Act'), the Governor of Haryana referred the following dispute between Smt. Sushila Sehgal and the management (1) The Director of Ayurvedic, Haryana, Chandigarh

(ii) The Aurvedic Chikitsa Officer, Government Dispensary, Hangoli, tehsil and district Ambala to this court for adjudication, —vide Haryana Government, notification No. 56663—68, dated 16th, December, 88:—

Whether the termination of the services of Shrimati Sushila Sehgal is valid and justified? If not so, to what relief is she entitled?

The workwoman raised industrial dispute by serving a demand notice, dated 12th October, 1988 under section 2(A) of the Industrial Disputes Act, 1947. The conciliation proceedings were taken up by the Labour Officer-cum-Conciliation Officer and the same having failed, the appropriate Government made the above mentioned reference to this court for adjudication.

On receipt of the reference, notices were issued to the workwoman as well as to the management. The workwoman appeared and submitted her claim statement dated 30th August, 1989. It is alleged in the claim statement that the workwoman joined her service with the management as a Dai on 1st December, 1983 on the recommendation of the Employment Exchange, Panchkula at Chandigarh in the pay scale of Rs. 350—5—360—8—400/10—500—+ usual allowances as sanctioned by the Haryana Government. She remained in the service of the management upto 26th August, 1988 when her services were terminated. According to the workwoman she has completed 240 days of service in a calendar year and her termination without complying with the provisions of section 25(F) of the Act is illegal and against the provisions of natural justice. The workwoman therefore demanded her reinstatement with continuity of service and back wages.

The management in the written statement filed pleaded that the appointment of the workwoman was purely temporary for a period of six months or till the recommendee of the Subordinate Services Selection Board, Haryana joins her duties. Her services were liable to be terminated without assigning any reason as per appointment letter issued. It was further alleged that the recommendee of the Subordinate Services Selection Board, Haryana Smt. Surjit Kaur was given appointment and posting in place of workwoman necessitating the termination of the services of the workwoman which is perfectly legal and binding upon her. She has no legal right what soever. It was pleaded that the workwoman has no cause of action to file the claim petition nor she has *locus standi* to file the same. In any she estopped from filing the claim petition and therefore her claim is liable to be rejected.

Workwoman submitted replication dated 14th December, 1989 controverting the allegations of the management in the written statement filed and reiterated those made in the claim application.

On the rival contentions of the parties the following points in issue were laid down,—vide order, dated 14th December, 1989 for decision :—

- (1) Whether the impugned termination of services of the workwoman is illegal? OPW
- (2) Whether the workwoman has no cause of action to file the claim statement? OPM
- (3) Whether the workwoman has no *locus standi* to file the claim statement? OPM
- (4) Whether the workwoman is estopped from filing the claim statement? OPM
- (5) Relief.

Parties led evidence.

I have heard the learned representatives of the parties. My issue-wise findings are as under :—

#### Issue No. 1 :

Workwoman Smt. Sushila Sehgal appeared as WW-1 and supported her case. She also produced Ex. W-1 copy of the appointment letter Ex. W-2 is the copy of joining report dated 1st December, 1983. Ex. W-3 is the photo copy of certificate showing the workwoman to be trained Dai. Ex. W-4 is the copy of the transfer order dated 5th June, 1986,—vide which the workwoman was transferred from Government Ayurvedic Dispensary Sahuwala-II, district Sirsa to Government Ayurvedic Dispensary, Hangoli district Ambala. Ex. W-5 is the copy of the order dated 27th June, 1986,—vide which the workwoman was relieved from G.A.D., Sahuwala. Ex. W-6,—vide which the workwoman assumed the charge of her duties at Hangoli district Ambala. Ex. W-7,—vide which the services of the workwoman were terminated. The workwoman stated that no prior notice was given to her nor any retrenchment compensation was paid. She also stated that in her place one Surjit Kaur was appointed,—vide appointment letter Ex. W-8. She stated that other officials whose services were terminated along with her have been taken back in service including Mohinder Kaur,—vide Ex. W-9. She lastly stated that after her termination she is unemployed. These facts have been admitted by the management's witness MW-1 Shri Raj Bahadur, Superintendent. The only question to be seen in this case is whether the workwoman has got legal right to remain in service. It is not disputed that she had rendered more than 240 days of continuous service in a period preceding 12 months. It is also not disputed that no prior notice was given to her nor any retrenchment compensation was paid to her. It is also an admitted fact that services of the workwoman were terminated on account of joining

Smt. Surjit Kaur, a candidate recommended by the Subordinate Services Selection Board, Chandigarh. It is also admitted position on the record that Smt. Mohinder Kaur whose name appears at Sr. No. 9 of Ex. W-1 and who was junior to the workwoman has been taken back in service under the order of the Hon'ble Supreme Court,—vide Ex. W-11. The only ground on which the termination is sought to be justified is that the workwoman was appointed for a period of six months or till such time a recommendee of Subordinate Services Selection Board, Haryana joins. It is admitted by MW-1 Shri Raj Bahadur, Superintendent that there was no complaint of any kind what-so-ever against the workwoman during the period of her employment. He also admitted that her work and conduct was satisfactory. The workwoman was selected and posted through approved agency of the Government i.e. Employment Exchange, Panchkhula at Chandigarh. She continued in service for a period of more than 4½ years. It is admitted by MW-1 Shri Raj Bahadur that even after adjusted the candidates recommended by the Subordinate Services Selection Board, Haryana there are vacancies available with them. In such a situation the termination of services of the workwoman is patently, illegally and cannot be justified under the plea that she was appointed for a period of six months. The facts however remain that she continued for a period of more than four years and eight months. The definition of retrenchment as given in the Act is such that the charge was not as a punishment by way of disciplinary action which is to be treated as retrenchment for the compensation was required to be paid. It was held in 1992 (ii) Recent Service Judgements 486 that termination makes no distinction between those employed on regular wages and those employed on daily wages. Similarly it was held in *Anil Kumar Chauhan versus State of Haryana and another respondents* 1994 (i) ILR Punjab and Haryana 264 as follows :—

“Petitioner appointed on probation of one year—Expiry of said period—Petitioner allowed to continue in service—Thereafter service terminated—Held that if person is allowed to continue in service after completion of maximum period of probation he be deemed to be confirmed on such completion unless an order terminating his services is passed—Permissible to draw inference that on completion of maximum period of probation employee confirmed in post by implication—Action of respondents terminating petitioner's services set-aside.”

The facts of the present case are also similar. The workwoman was allowed to continue in service after the completion of six months. She shall to have been acquired the status of a temporary employee and the termination of her services in this manner cannot therefore be justified. I therefore hold that the termination of services of the workwoman is illegal. There is a statement of the workwoman on oath that she remained unemployed throughout from service. It was held in *Ajaib Singh versus Presiding Officer, Labour Court, Ludhiana and another* 1993 (4) RSJ 126 as follows :—

“Constitution of India, Articles 226/227—Back wages Denial of Sole ground that he did not state that as to what efforts made to secure employment and that he could not live without employment—Aforesaid grounds are wholly unjustified to deny the back wages to a workman in whose case the order of retrenchment had been held to be illegal or void.”

On the analogy of this judicial pronouncement the workwoman is held entitled to back wages also. The finding on this issue is, therefore, returned against the management and in favour of the workwoman.

Issues No. 2, 3 & 4 :

The onus to prove these issues was on the management. The management is however failed to prove these issues nor these issues were argued at the time of arguments. The findings on these issues are therefore, returned in favour of the workwoman and against the management.

Relief :

In the end, the workwoman is held entitled to reinstatement with continuity of service and back wages.

The reference stands answered accordingly.

S. R. BANSAL,

The 2nd November, 1994.

Additional District and Sessions Judge,  
Presiding Officer, Labour Court, Ambala.

Endorsement No. 1791, dated Ambala City, the 15th November, 1994.

Forwarded (four copies), to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

S. R. BANSAL,

Additional District and Session Judge,  
Presiding Officer, Labour Court, Ambala.

P. R. KAUSHIK,

Financial Commissioner and Secretary to Government,  
Haryana, Labour and Employment Department.